W.P. No. 1521 (MB) of 2001
Old No. 12855 of 1984
Hon'ble A.A. Desai, C.J.
Hon'ble P.C. Verma, J

As the writ petition has already been disposed of by Hon'ble Allahabad High court as on 04.10.1994. Hence consign.

(P.C. Verma, J.) **(A.A. Desai, J.)**

Dtd.
12.10.2001

Court no. 9

Civil Misc. Writ Petition No. 12855 of 1984
The Centuray Spinning and Manufactureing Co.Ltd.and another
. ---Petitioners

Vs.

Krishi Utpadan Mandi Samiti Khatima and others.
---Respondents

Civil Misc. Writ petition No. 4165 of 1992
M/S Century Pulp and Paper Lalkua, Nainital –Petitioners

Vs.

State of U.P. and others. ----------
Respondents
Civil Misc. Writ Petition No. 7474 of 1988

Century Textile & Industries Ltd. ----------
Petitioners
& Century Pulp & Paper.

Vs.

Krishi Utpadan Mandi Samiti, Ramnagar
And Kashipur & another.

Civil Misc. Writ Petition No. 3368 of 1992

Century Textiles & Industries Ltd. And another... Petitioners

Vs.

The U.P. Forest Corporation and others ----Respondents
Civil Misc. Writ Petition No. 3369 of 1992

Century Textiles & Industries Ltd. & another ---Petitioners

Vs.

The Krishi Utpadan Mandi Samiti and another ---Respondents

AND

Civil Misc. Writ petition No. 3371 of 1992

Century Textiles & Industries Ltd. And another .. Petitioners

Vs.

The Krishi Utpadan Mandi Samiti and another—Respondents

Hon’ble V.N. Khare, J.

Hon’ble J.S. Sidhu, J.

In these writ petitions petitioners no.1is a public limited company having its head office in Bombay and 1 petitioner no.2 is a unit of the

company situate in the town of Lalkua, district Nainital. The petitioners, for the purposes of manufacturing wood pulp purchase eucalyptus beams and bamboos from the U.P. Forest Corporation. On such transaction respondents Krishi Utapadan mandi Samiti Khatima and Haldwani issued notice of demand for payment of market fee. It is at this stage, the petitioners have come to this court by means of this petition under Article 226 of the Constitution. Shri Ravi Kant, learned counsel for the petitioners urged that under the Act it is the liability of selling trader to pay market fee and not the purchasing trader. This argument has substance. In Indian Wood Products Company Limited, Izzatnagar, Bareilly Vs. Krishi Utpadan Mandi Samiti aldwani, District Nainital and another reported in ALR 1994 at page-199 it was held that the selling trader is liable to pay market fee. Following the above decision we hold that the Krishi Utpadna Mandi Samiti Haldwani has no power to demand or recover any market fee from the petitioners who are the purchasing trader. In view of what has been stated above we hereby quash the impugned notices issued against the petitioners. The writ petitions are allowed.

(V.N. Khare, J.) (J.S. Sindhu, J.)

Dated: 4-10-94

CPP